

**AGREEMENT
FOR
USE OF KERN COUNTY
SOLID WASTE FACILITIES**

(Kern County - San Bernardino County)

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2003 by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "Kern County") and the COUNTY OF SAN BERNARDINO, a political subdivision of the State of California (hereinafter "San Bernardino County"),

WITNESSETH:

WHEREAS:

(a) Kern County owns and operates sanitary landfills in the County of Kern, State of California, commonly known as the Boron Sanitary Landfill and Ridgecrest Sanitary Landfill (hereafter "Landfills") and a transfer station commonly known as the Randsburg Transfer Station (hereafter "Transfer Station"); and

(b) The Landfills and Transfer Station are presently used and maintained by Kern County for the disposal of refuse material generated by the residents of the eastern portion of Kern County; and

(c) The Landfills and Transfer Station are the only refuse disposal sites reasonably convenient to certain populated areas within 15 miles of the Kern County line within San Bernardino County, commonly known as Four Corners, Red Mountain and Windy Acres, along with other sparsely populated areas in the vicinity of said areas (these areas to be collectively referred in this Agreement as the "Service Area") which are located near the border of Kern and San Bernardino Counties; and

(d) Kern County facilities are capable of accepting waste from the Service Area; and

(e) It would not be cost effective for San Bernardino County to establish new facilities to serve these residences; and

(f) San Bernardino County desires to contract with Kern County to allow certain residents and an authorized hauler to dispose of the non-hazardous refuse generated in the Service Area at the Landfills and Transfer Station; and

(g) Kern County has established (and periodically revises) fees for the disposal of solid waste at its landfill sites that reflect the County's actual costs; and

(h) On July 1, 2003, Kern County's annual disposal fees will be \$36.00 per ton, which equates to \$66.00 per house, \$66.00 per mobile home, and \$53.00 for each residential unit with four or more units in multi-unit residential use codes.

NOW, THEREFORE, it is mutually agreed as follows:

1. Acceptance of Residential Solid Waste. Kern County agrees to accept and dispose of non-hazardous solid waste generated in the Service Area and brought into the Landfills or Transfer Station by the residents of the Service Area or brought into the Landfills by the authorized refuse hauler serving the Service area, provided the solid waste to be disposed of does not require special treatment, handling or extraordinary disposal procedures, that is:

- a. Solid waste categorized as hazardous waste shall not be accepted at the Landfills, Transfer Station or any other Kern County facility.
- b. Solid waste categorized as infectious waste shall not be accepted at the Landfills, Transfer Station or any other Kern County facility.
- c. Solid waste that presents Kern County with disposal problems or extraordinary expenses shall not be accepted at the Landfills, Transfer Station or any other Kern County facility.

Solid waste which is not acceptable for disposal shall be referred to as "Non-Acceptable Solid Waste."

2. Non-Residential Solid Waste. Non-residential solid waste generated in the Service Area and brought into the Landfills by the residents of the Service Area or brought into the Landfills by the authorized refuse hauler serving the Service Area will be charged at the Landfills at the then current gate fee rates per Kern County Ordinance in the same manner as waste generated within Kern County. Commercial, industrial and all construction and demolition waste (even if generated at residential property) will be charged at the non-residential rate, currently \$36.00 per ton. Non-residential solid waste is prohibited to be disposed of at transfer stations.

3. Geographic Boundary of Service Area. Solid waste will only be accepted from properties within the Service Area defined in Recital (c) above, and noted on the map attached to this agreement as EXHIBIT A and incorporated herein by this reference. No waste will be accepted from San Bernardino, which is generated on properties more than fifteen miles from the Kern County border or not in the defined Service Area. Waste from Trona is specifically excluded from being accepted at the Landfills or Transfer Station.

4. Term. This Agreement shall be in effect July 1, 2003 through June 30, 2006 or until terminated by either party by giving sixty (60) days written notice of such intention to terminate to the other party. Notwithstanding this sixty (60) day notice period, Kern County may immediately terminate this Agreement if San Bernardino County, the residents of the Service Area or the authorized refuse hauler serving the Service Area, breaches the terms and conditions of this Agreement or fail to comply with the rules, regulations or instructions relating to the use of the Landfills, or otherwise cause a nuisance or health hazard. A copy of the current rules relating to the use of the Landfills is attached to this agreement as EXHIBIT B and incorporated herein by this reference.

5. Prior Agreements. Effective July 1, 2003, this Agreement shall supersede the agreement between Kern County and San Bernardino County concerning the use of the Ridgecrest Sanitary Landfill, the Boron Sanitary Landfill, and the Randsburg Transfer Station (K.C. Agreement #873-2000 and San Bernardino County Contract No. 00-748), which is dated August 1, 2000.

6. Payments by San Bernardino County. Beginning in Fiscal Year 2003-2004, San Bernardino County shall annually pay Kern County the sum of \$26,334.00, which amount equates to the rate of \$66.00 per each of the 299 parcels identified by San Bernardino County as single-family residences, and \$6,600.00 for properties which may not be readily identified. San Bernardino County shall make one annual payment no later than sixty (60) days after receipt of a billing statement from Kern County. The billing statement from Kern County for each fiscal year shall not be sent prior to October 31 of that fiscal year.

Upon any change in the Kern County Land Use rate, Gate Fee or other charge for disposal of waste at the County's landfills and other facilities, as may be approved from time to time by the Kern County Board of Supervisors, San Bernardino County agrees to pay the equivalent Kern County rate.

7. Responsibilities. Kern County accepts responsibility for permitting and operating the Landfills and Transfer Station in conformance with applicable laws and regulations; including, without limit, conducting required load checking and turning away without accepting for disposal any solid waste which is Non-Acceptable Solid Waste. Providing that San Bernardino County residents and the authorized hauler deposits only non-hazardous and non-infectious waste at the Landfills, Kern County accepts responsibility for taking all proper precautions with respect to the operation of the Landfills and Transfer Station to protect the public health and safety.

- a. Neither San Bernardino County nor Kern County shall be responsible for the transportation and delivery of the solid waste originating in the Service Area and deposited at the Landfills and Transfer Station. San Bernardino County residents and the authorized hauler shall be responsible for the transportation and delivery of the solid waste originating in the Service Area and deposited at the Landfills and Transfer Station by such resident or authorized hauler and shall comply with the laws, regulations, decisions and orders of federal, state and local authorities regarding the transportation of solid waste.
- b. The individual San Bernardino County resident or authorized hauler shall be responsible for ensuring that the solid waste brought to the Landfills and Transfer Station from the Service Area by such resident or hauler contains no hazardous or infectious material.
- c. San Bernardino County will reimburse Kern County for the cost of properly disposing of Non-Acceptable Solid Waste brought by a resident of San Bernardino County or the authorized hauler for waste originating in the Service Area and brought for disposal at the Landfills or Transfer Station which Non-Acceptable Solid Waste is inadvertently accepted by Kern County for disposal and, prior to being buried in the Landfill, is subsequently discovered to be Non-Acceptable Solid Waste. Kern County shall assign to San Bernardino County

its rights to seek recovery from the San Bernardino County resident or authorized hauler who brought the Non-Acceptable Solid Waste for disposal.

8. Indemnification.

- a. To the extent provided by law, San Bernardino County shall indemnify, defend and save harmless Kern County, its officers, employees, servants, volunteers, and agents from any and all claims, losses or liability for personal injury or property damage due to any active negligence or willful misconduct by San Bernardino County (but not by its residents or the authorized hauler) in connection with this Agreement.
- b. To the extent provided by law, Kern County shall indemnify San Bernardino County, its officers, employees, servants, and agents, and shall defend and hold them harmless from any and all claims or liability for personal injury or property damage due to any active negligence or willful misconduct by Kern County in connection with this Agreement.

9. Kern County's Agreement to Report Improper Consideration Requested by any San Bernardino County Officer/Employee.

Kern County shall immediately report any attempt by a San Bernardino County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Kern County. The report shall be made to the supervisor or manager charged with supervision of the employee or to the San Bernardino County Administrative Office.

10. Transfer and Assignment.

No rights or duties arising from this Agreement shall be transferred by either Kern County or San Bernardino County without the consent of the other party.

11. Notices.

Notice to either party shall be mailed, addressed as follows:

San Bernardino County:

San Bernardino County
Solid Waste Management Division
222 West Hospitality Lane
San Bernardino, CA 92415

Kern County:

County of Kern
Waste Management Department
2700 "M" Street, Suite 500
Bakersfield, CA 93301-2372

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers.

APPROVED AND RECOMMENDED:
Waste Management Department

By: _____
Daphne H. Washington
Director

APPROVED AS TO FORM:
Office of County Counsel

By: _____
Stephen D. Schuett
Assistant County Counsel

APPROVED AS TO FORM
San Bernardino County Counsel

By: _____
Deputy

COUNTY OF KERN

By: _____
Chairman, Board of Supervisors
"Kern County"

COUNTY OF SAN BERNARDINO

By: _____
Chairman, Board of Supervisors
"San Bernardino County"

SIGNED AND CERTIFIED THAT A COPY OF
THIS AGREEMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
County of San Bernardino

By: _____
Deputy

EXHIBIT "B"

Rules for the Use of the Ridgecrest Sanitary Landfill, the Boron Sanitary Landfill and the Randsburg Transfer Station

1. All dumping must be done under the general direction of the Contractor or his authorized representative and/or in accordance with directional signs.
 2. Unless otherwise posted, the Ridgecrest Sanitary Landfill shall be opened to the public as follows:
 - 8:00 a.m. to 4:00 p.m Daily
 - Extended hours of 7 a.m. to 8 a.m Monday through Saturday for franchise and city contractor haulers only.
 - The landfill shall be closed on New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day.
 3. Unless otherwise posted, the Boron Sanitary Landfill shall be opened to the public as follows:
 - Sunday - 6:00 a.m. to 4:00 p.m
 - Monday – 12:00 p.m. to 4:00 p.m.
 - Tuesday – 12:00 p.m. to 4:00 p.m.
 - Thursday – 12:00 p.m. to 4:00 p.m.
 - Saturday – 8:00 a.m. to 4:00 p.m.
 - The landfill shall be closed on New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day.
 4. Unless otherwise posted, the Randsburg Transfer Station shall be opened to the public as follows:
 - Tuesday - 6:00 a.m. to 12:00 p.m
 - Thursday – 11:00 a.m. to 5:00 p.m.
 - Saturday – 8:00 a.m. to 12:00 p.m.
 - Sunday – 1:00 p.m. to 5:00 p.m.
 - The landfill shall be closed on New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day.
 5. Days and hours of the landfills and transfer station are subject to change by Kern County, and Kern County has no obligation to amend this agreement to update days and hours.
 6. Burning or causing any material to burn within a disposal site by an individual is prohibited by law, and any violation thereof is a misdemeanor.
 7. Scavenging and salvaging are prohibited within the disposal site
 8. No children under the age of 12 years or pets shall be permitted within the disposal site unless within the confines of a motor vehicle.
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9. No smoking.
10. Dumping on roads or pit shoulders is prohibited. Any material so dumped shall be removed by the person responsible and be deposited in the area designated.
11. All refuse material when brought into the disposal site shall be completely covered.
12. Use of firearms at any disposal site property is prohibited.
13. Dead animals or parts thereof will be disposed of in the disposal site by contacting the landfill operator for special handling. (Dead animals ARE NOT ACCEPTED at the Randsburg Transfer Station.)
14. The following items are prohibited from being disposed of in a County disposal site:
 - a) Explosives and other highly volatile materials,
 - b) Hot ashes,
 - c) Hazardous and designated wastes which consist of or contain toxic substances as defined in the California Code Regulations, Title 23, Chapter 3, Subchapter 15, Sections 2521 and 2522, (any substance which could significantly impair the quality of usable waters),
 - d) Bulky or extremely heavy items, which because of the size or shape, cannot be readily handled by the equipment currently in use at the facility,
 - e) Poisons, insecticides and pesticides, (contact the Kern County Waste Management Department for information on disposal of these items),
 - f) Any material which by nature of its character or quantity is considered hazardous or detrimental to the efficient and sanitary operation of the facility
15. Dumping of waste at the landfills and transfer station shall conform to County Ordinance Nos. G-1733, G-5060 and G-5061.
16. Questions regarding the Rules and Regulations of the disposal site should be directed to the Kern County Waste Management Department.